

DEC 24 1968 9 09 AM

INTERSTATE COMMERCE COMMISSION  
FIRST AMENDMENT TO LEASE OF RAILROAD EQUIPMENT

RECEIVED  
DEC 24 9 09 AM '68  
I. C. C.  
FEE OPERATION

This First Amendment to Lease of Railroad Equipment dated as December 16, 1968, between D. E. MUNDELL and BEN MAUSHARDT, not in their individual capacities but solely as Trustees under a Trust Agreement dated as of October 10, 1968 (the "Lessor"), UNITED STATES LEASING INTERNATIONAL, INC., a California corporation, as Agent for the Lessor (the "Agent"), and PENN CENTRAL COMPANY, a Pennsylvania corporation (the "Lessee");

W I T N E S S E T H :

WHEREAS, the Lessor, the Lessee and the Agent are parties to that certain Lease of Railroad Equipment dated as of October 10, 1968, (the "Lease") providing for the lease thereunder by the Lessor to the Lessee of certain railroad rolling stock more fully described in Schedule A-3 attached to said Lease; and

WHEREAS, the Lease was recorded in the Office of the Secretary of the Interstate Commerce Commission on November 29, 1968, and has been assigned Recordation No. 6008; and

WHEREAS, the Lessor, the Lessee and the Agent desire to amend said Schedule A-3 thereto as hereinafter set forth.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt whereof is hereby acknowledged, the Lessor, the Lessee and the Agent hereby covenant and agree that said Schedule A-3 to the Lease shall be deemed to be and is hereby amended to read as set forth in Schedule A-3 attached hereto.

This First Amendment to Lease of Railroad Equipment shall be binding upon and shall inure to the benefit of the Lessor, the Lessee and the Agent and their respective successors and assigns. This First Amendment to Lease of Railroad Equipment may be executed in any number of counterparts, each counterpart constituting an original but all together one and the same instrument and contract.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Lease of Railroad Equipment to be executed by

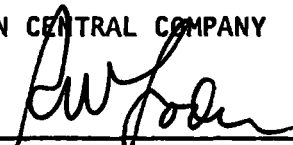
(P.C. Trust No. 12)

their respective officers thereunto duly authorized and their corporate seals to be hereto affixed as of the day and year first above written.

  
Trustee as aforesaid

  
Trustee as aforesaid LESSOR

PENN CENTRAL COMPANY

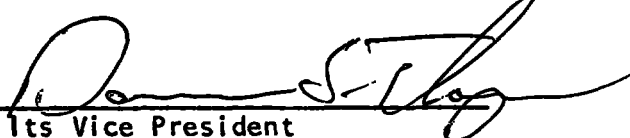
By   
ts ASSISTANT VICE PRESIDENT  
LESSEE

(Corporate Seal)

Attest:

  
Assistant Secretary

UNITED STATES LEASING INTERNATIONAL, INC.

By   
Its Vice President  
AGENT FOR LESSOR

(Corporate Seal)

Attest:



# SCHEDULE A-3 TO LEASE

Number of Units:

69

Description:

40-ft. box cars being rebuilt in kind, bearing Penn Central identifying numbers:

137808	137860	137843	137825
137809	137861	137844	137826
137810	137862	137845	137827
137811	137863	137846	137828
137812	137864	137847	137829
137813	137865	137848	137830
137814	137866	137849	137831
137815	137867	137850	137832
137816	137868	137851	137833
137817	137869	137852	137834
137818	137870	137853	137835
137819	137871	137854	137836
137820	137872	137855	137837
137821	137873	137856	137838
137822	137874	137857	137839
137823	137875	137858	137840
137824	137876	137859	137841
			137842

Total Price:

\$9,200.00 per unit for a total of \$634,800.00.

Outside Delivery Date:

December 20, 1968.

Deliver To:

Penn Central Company (as designated by the railroad).

Rent Period:

Twelve years commencing with the first rental payment date.

Fixed Rental Payments:\*

Twenty-four semiannual rental payments each in advance at \$514.74 each per Item of Equipment or an aggregate of \$35,517.06.

\*In the event that the cost of any Item covered by this schedule is greater or less than the amount shown above, the rental for such Items shall be ratably increased or reduced.

Mortgagee: Mercantile Trust Company, N.A.

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

)  
) SS.  
)

On this 16 day of December, 1968, before me personally appeared Ben Maushardt, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

Donna L Armstrong

(Notarial Seal)

My commission expires:

My Commission Expires November 3, 1970

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

)  
) SS.  
)

On this 16 day of December, 1968, before me personally appeared D. E. Mundell, to me known to be the person described in and who executed the foregoing instrument and he acknowledged that he executed the same as his free act and deed.

Donna L Armstrong

(Notarial Seal)

My commission expires:

My Commission Expires November 3, 1970

STATE OF CALIFORNIA

CITY AND COUNTY OF SAN FRANCISCO

) SS.

On this 16 day of December, 1968, before me personally appeared DONOVAN S. THAYER, to me personally known, who being by me duly sworn, says that he is a Vice President of UNITED STATES LEASING INTERNATIONAL, INC., that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

Donna L. Armstrong

(Notarial Seal)

My commission expires:

My Commission Expires November 3, 1970

STATE OF PENNSYLVANIA )

) SS.

COUNTY OF PHILADELPHIA )

On this 18<sup>th</sup> day of December, 1968, before me personally appeared R. W. LODER, to me personally known, who being by me duly sworn, says that he is the ASSISTANT VICE PRESIDENT of PENN CENTRAL COMPANY, that one of the seals affixed to the foregoing instrument is the corporate seal of said corporation, that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and he acknowledged that the execution of the foregoing instrument was the free act and deed of said corporation.

William J. O'Neill

((Notarial Seal)

My commission expires:

WILLIAM J. O'NEILL  
Notary Public, Philadelphia, Philadelphia Co.  
My Commission Expires June 26, 1972